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9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE EASTERN DISTRICT OF WASHINGTON**
12

13 **Heather Torvik,**

14 Plaintiff,

15 v.

16 **GC Services Limited Partnership;**
17 **NCO Financial Systems, Inc.;**
18 **Capital One Services, LLC; Capital One**
19 **Bank, N.A. and Alliance One Receivables**
20 **Management, Inc.;**

21 Defendants.

22 **COMPLAINT FOR VIOLATIONS**
23 **OF THE FAIR DEBT COLLECTION**
24 **PRACTICES ACT, THE**
25 **WASHINGTON COLLECTION**
26 **AGENCY ACT AND THE**
27 **WASHINGTON CONSUMER**
28 **PROTECTION ACT.**

The plaintiff alleges as follows:

1. The court has jurisdiction over the subject matter and parties herein. Plaintiff resides in Spokane County Washington. The defendants attempted to collect a debt in Spokane County thereby subjecting themselves to the jurisdiction of



1 Washington state and federal courts. Jurisdiction of this Court is conferred by 15
2 U. S. C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Jurisdiction for the pendent
3 claim is also allowed by Fed. R. Civ. Proc. 18(a).
4

5 2. Plaintiff is a "consumer" as defined by the FDCPA, 15 U.S.C. § 1692a(3).

6 3. Defendants were each attempting to collect a "debt" as defined by FDCPA, 15
7 USC § 1692a(5). The alleged debt was an obligation or alleged obligation of the
8 Plaintiff to pay money arising out of a transaction primarily for personal, family,
9 or household purposes. Defendants were each attempting to collect a claim as
10 defined by RCW 19.16.100(5).
11

12 4. Defendant, GC Services Limited Partnership, is an "out-of-state collection
13 agency" as defined by the WCAA, RCW 19.16.100. Defendant, GC Services
14 Limited Partnership, is a business entity which does business in the state of
15 Washington within the territorial jurisdiction of this court. Defendant, GC
16 Services Limited Partnership, (GC) engages in the collection of debts which were
17 originally due to another by using the phone and mail and other means.
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19 5. Defendant, Alliance One Receivables Management, Inc, is an "out-of-state
20 collection agency" as defined by the WCCA, RCW 19.16.100. Defendant,
21 Alliance One Receivables Management, Inc, is a corporation which does business
22 in the state of Washington within the territorial jurisdiction of this court.
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1 Defendant, Alliance One Receivables Management, Inc, (Alliance) engages in
2 the collection of debts which were originally due to another by using the phone
3 and mail and other means.
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5 6. Defendant, NCO Financial Systems, Inc., is an "out-of-state collection agency" as
6 defined by the WCCA, RCW 19.16.100. Defendant, NCO Financial Systems,
7 Inc., is a corporation which does business in the state of Washington within the
8 territorial jurisdiction of this court. Defendant, NCO Financial Systems, Inc.,
9 (NCO) engages in the collection of debts which were originally due to another by
10 using the phone and mail and other means.
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12
13 7. Defendant Capital One Services, LLC is a is a business entity which does
14 business in the state of Washington within the territorial jurisdiction of this court.
15 Defendant, Capital One Services, LLC, (Capital One Services) engages in the
16 collection of debts which were originally due to another by using the phone and
17 mail and other means.
18

19 8. Defendant Capital One Bank, N.A. is a National Association (Capital One Bank).
20 Capital One is the owner of the alleged debt which the defendants were
21 attempting to collect. Capital One Bank orchestrated the events alleged herein
22 and engaged the services of all the other defendants for an unlawful purpose.
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25 9. The collection of debts is a matter of public interest and is a highly regulated
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27



industry.

10. In the course of collecting the alleged debt from the plaintiff, defendants NCO, GC, and Alliance each used unfair and deceptive, and unlawful means in violation of the Washington Collection Agency Act, including but not limited to the following:

- a. by failing to indicate any one or more of the following while collecting a debt:
 - i. the amount owing on the original obligation at the time it was received by the licensee for collection or by assignment;
 - ii. interest or service charge, collection costs, or late payment charges, if any, added to the original obligation by the original creditor, customer or assignor before it was received by the licensee for collection;
 - iii. Interest or service charge, if any, added by the licensee or customer or assignor after the obligation was received by the licensee for collection;
 - iv. Collection costs, if any, that the licensee is attempting to collect;
 - v. Attorneys' fees, if any, that the licensee is attempting to collect on his or its behalf or on the behalf of a customer or assignor;



vi. Any other charge or fee that the licensee is attempting to collect on his or its own behalf or on the behalf of a customer or assignor, all contrary to RCW 19.16.250(8);

b. by communicating with the consumer in a menacing or harassing manner which may include any one of the following;

i. contact with a consumer or spouse in any form, manner, or place, more than three times in a single week;

ii. contact with a consumer at his or her place of employment more than one time in a single week; all in violation of RCW 19.16.250(12);

c. by collection or attempting to collect an unlawful amount in violation of RCW 19.16.250(18, 19).

11. The forgoing conduct violates the prohibited conduct section of RCW 19.16.250.

12. The acts of each defendant were done with the approval and authority of the other. The defendants acted in concert with one another.

13. Defendant Capital One Bank assigned the management of the account to Capital One Services. Capital One Services hired the other three defendants to engage in collection activities at the same time. Plaintiff received a dunning letter from Defendant GC which was dated October 11, 2009. Plaintiff received a dunning



1 letter from Defendant Alliance which was dated October 16, 2009. Plaintiff
2 received a dunning letter from NCO which was dated November 7, 2009. During
3 the time the Plaintiff continued to receive statements and demands for payment
4 from Capital One Bank. Plaintiff also received dunning phone calls from each of
5 the three collection agency defendants during the months of October, November
6 and December.
7

8
9 14. Capital One Bank knowingly orchestrated a collection effort on the part of the
10 three independent debt collectors which was designed to harass and abuse the
11 Plaintiff. While each defendant individually operated within the parameters of
12 collection law, their collective efforts were a blatant attempt to harass and abuse
13 the Plaintiff.
14

15 15. The forgoing conduct also violates the Federal Fair Debt Collection Practices Act
16 15 U.S.C. 1692 *et seq.*
17

18 16. The plaintiff suffered damages as a result of the violations of state and federal
19 law. The plaintiff suffered from stress and manifested physical symptoms of
20 stress including sleeplessness, nausea and other health problems.
21

22 17. The defendants' actions are per se unfair and deceptive acts taken in the course of
23 business pursuant to RCW 19.16.440.
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25 18. The defendants' actions caused injury to the plaintiff's property.
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19. The Plaintiff is entitled to treble damages pursuant to the Washington Consumer Protection Act at the discretion of the court, and all remedies pursuant to the Washington Collection Agency Act.

WHEREFORE, the plaintiff prays to the court for the following relief:

1. This court enter a money judgment in favor of the Plaintiff and against the Defendants jointly and severally for general damages for stress, aggravation and other emotional damages of \$10,000.00;
2. This court enter a money judgment in favor of the Plaintiff and against the Defendants jointly and severally for statutory damages under the Consumer Protection Act of \$25,000.00;
3. This court enter a money judgment in favor of the Plaintiff and against the Defendants jointly and severally in the amount proven by the evidence for damages for out of pocket expenses;
4. This court enter a money judgment in favor of the Plaintiff and against the Defendants jointly and severally in the amount of the attorney fees and costs of bringing this action;
5. This court enter a money judgment in favor of the plaintiff and against the defendants individually in the amount of \$1,000.00 for statutory damages under the Fair Debt Collection Practices Act.



1 6. This court enter a declaratory judgment in favor of the Plaintiff and against the
2 Defendants jointly and severally declaring that the defendants violated the
3 Washington Collection Agency Act and that no party may collect any interest,
4 attorney fees, costs or anything except principal which may be due on the alleged
5 debt if one exists pursuant to RCW 19.16.450; and
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8 7. Any other relief which the court deems just and equitable.
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10 *August 19, 2010*
11 Dated: _____

/s/ Timothy W. Durkop

Timothy W. Durkop 22985
Attorney for the Plaintiff

